

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF OKLAHOMA**

ROSCOE CURTIS GATEWOOD, JR.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. CIV-2022- 583-PRW
	)	
HAMIDIY, INC.,	)	
	)	
Defendant.	)	

**COMPLAINT**

**COMES NOW THE PLAINTIFF** and for his cause of action herein alleges that:

**PARTIES**

1. The Plaintiff is Roscoe Curtis Gatewood, Jr., an adult African American male residing in Oklahoma County, Oklahoma.
2. The Defendant is Hamidiy, Inc., a corporation with its principal place of business in Ohio.

**JURISDICTION AND VENUE**

3. Plaintiff's actions are for race discrimination as prohibited by 42 U.S.C. § 1981 and for the non-payment of wages. Jurisdiction over the federal claim is vested in this Court under 28 U.S.C. § 1331.
4. All of the claims arose in Oklahoma County and the causes of action herein substantially arose in Oklahoma County, Oklahoma. Oklahoma County is within the Western District of the United States District Courts of Oklahoma wherefore venue is proper in this Court under 28 U.S.C. § 1391(b)(2).

**STATEMENT OF FACTS**

5. The Plaintiff is an adult African American who resides in Oklahoma County, received his offer of employment in Oklahoma County and accepted such offer in Oklahoma

County such that his employment relationship is an Oklahoma contract.

6. The Defendant is a corporation organized and doing business in Ohio as a freight shipping and trucking company.

7. On or about June 1, 2022, the Plaintiff called Defendant's fleet manager to inquire about his compensation check which was, to Plaintiff's understanding, about Three Thousand Dollars (\$3,000) short.

8. Later that same day, a person believed to be Russ and representing himself as the President of the Defendant company called the Plaintiff and cursed, threatened the Plaintiff with bodily harm and called the Plaintiff a racial slur derogatory to African Americans. Defendant's representative told the Plaintiff he was fired and instructed Plaintiff to deliver the truck to a certain location where the representative stated that he would kill the Plaintiff.

9. Later a person believed to be Scott, the Fleet Manager, called the Plaintiff and said that Plaintiff should not be upset because the threats and racial slurs were how persons from his country in the Middle East interacted with black persons.

8. As the direct result of Defendant's actions, Plaintiff has suffered the following injuries:

- A. Plaintiff has been denied his right to contract free from racial discrimination and consequently has suffered the loss of income, and
- B. Plaintiff has been subjected to intentional infliction of emotional distress such that he suffered anxiety, distress, anger and other similar emotional distress.

9. In terminating the Plaintiff, the Defendant was obligated to pay the Plaintiff his owed compensation in full by the next regular pay period. Such pay period would have been no later than July 1, 2022.

10. Defendant did not pay the Plaintiff for his accrued compensation and owes the Plaintiff approximately \$12,000 together with liquidated damages as provided by 40 O.S. § 165.3(A), (B).

11. In the alternative, in the event Plaintiff's compensation is deemed something other than wages, Plaintiff is still entitled to be paid in accordance with his agreement and is still owed at least \$12,000.00 together with prejudgment interest.

12. Because the actions of the Defendant were carried out by its President and were in willful and malicious violation of Plaintiff's right, or, at the least, in reckless disregard of Plaintiff's federally protected right to be free from racial discrimination, Plaintiff is entitled to recover an award of punitive damages against the Defendant.

**WHEREFORE**, Plaintiff prays that judgment be entered in his favor and against the Defendant for lost earnings, past, present and future, for the unpaid and due compensation together with liquidated damages, costs, interest and attorney's fees, along with punitive damages.

**RESPECTFULLY SUBMITTED THIS 13<sup>TH</sup> DAY OF JULY, 2022.**

s/Mark Hammons  
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